



**Consulting and Technical Services (CATS)  
Task Order Request for Proposals (TORFP)**

**MAINFRAME DISASTER RECOVERY SERVICES**

**CATS TORFP PROJECT NUMBER J01P7200005**

**Maryland Department of Transportation  
Office of Transportation Technology Services**

**ISSUE DATE: September 22, 2006**

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## KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2, Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

**Although information from the Contractors must be sent to concurrent individuals as stated in this Key Information Summary Sheet, all correspondence from MDOT to the Contractors shall be sent only by the MDOT Contracts Manager or designee.**

<b>TORFP NAME:</b>	Mainframe Disaster Recovery Services
<b>FUNCTIONAL AREA:</b>	FA# 6: System Facility Maintenance and Management
<b>TORFP ISSUE DATE:</b>	September 22, 2006
<b>Closing Date and Time:</b>	October 16, 2006 at 12:00 pm
<b>TORFP Issuing Office:</b>	Maryland Department of Transportation Office of Transportation Technology Services
<b>Questions and Proposals are to be sent to:</b>	MDOT Contracts Manager -Peter Arrey <a href="mailto:parrey@mdot.state.md.us">parrey@mdot.state.md.us</a>
<b>Questions shall be submitted no later than 10 working days prior to proposal due date.</b>	MDOT Contracts Administrator – Carl Stein <a href="mailto:cstein@mdot.state.md.us">cstein@mdot.state.md.us</a>
<b>TO Contract Manager:</b>	Peter Arrey (410) 865 – 1372 <a href="mailto:parrey@mdot.state.md.us">parrey@mdot.state.md.us</a>
<b>TO Manager:</b>	Stephanie Beckmann (410) 787 – 7845 – FAX (410) 768 – 4484 <a href="mailto:sbeckman@mdot.state.md.us">sbeckman@mdot.state.md.us</a>
<b>Project Number:</b>	<b>J01P7200005</b>
<b>TO Type:</b>	<b>Fixed price</b>
<b>Period of Performance:</b>	2 years plus one year renewal option
<b>MBE Goal:</b>	N/A
<b>SBR</b>	N/A
<b>Primary Place of Performance:</b>	MDOT Data Center – Glen Burnie, Maryland
<b>State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:</b>	
<b>TO Pre-Proposal Conference:</b>	September 28, 2006 Time 09:00 am Location MDOT Headquarters (Complete Attachment 6)

# NOTICE TO MASTER CONTRACTORS

All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to the TO Procurement Officer, Peter Arrey. If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

**TORFP Title: Mainframe Disaster Recovery Services**  
**TORFP No.: J01P7200005**

1. If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:
  - ☐ Other commitments preclude our participation at this time.
  - ☐ The subject of the TORFP is not something we ordinarily provide.
  - ☐ We are inexperienced in the services required.
  - ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
  - ☐ The scope of work is beyond our present capacity.
  - ☐ Doing business with the State of Maryland is too complicated. (Explain in REMARKS section.)
  - ☐ We cannot be competitive. (Explain in REMARKS section.)
  - ☐ Time allotted for completion of a Task Order Proposal is insufficient.
  - ☐ Start-up time is insufficient.
  - ☐ Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)
  - ☐ TORFP requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
  - ☐ MBE requirements. (Explain in REMARKS section.)
  - ☐ Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
  - ☐ Payment schedule too slow.
  - ☐ Other:\_\_\_\_\_.
2. If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks: \_\_\_\_\_

\_\_\_\_\_

Master Contractor Name:\_\_\_\_\_ Date:\_\_\_\_\_

Contact Person:\_\_\_\_\_ Phone \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Email \_\_\_\_\_

# **SECTION 1 - ADMINISTRATIVE INFORMATION**

## **1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT**

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.10 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

## **1.2 TO AGREEMENT**

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

## **1.3 TO PROPOSAL SUBMISSIONS**

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by MDOT's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP J01P7200005. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP J01P7200005 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP J01P7200005 Financial". The proposal documents that must be submitted with a signature, Attachment 3 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

## **1.4 eMARYLANDMARKETPLACE FEE**

COMAR 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on TO value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace website at [www.eMarylandMarketplace.com](http://www.eMarylandMarketplace.com).

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply. Refer to RFP Section 1.9 for additional information.

## **1.5 CONFLICT OF INTEREST**

The TO Contractor awarded the TO Agreement shall provide IT consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 3 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of

COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

## **1.6 NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for potential Offerors to review at a reading room at OTTS One Orchard Road, Glen Burnie, Maryland 21060. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 9. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 10

## **1.7 Limitation of Liability Ceiling**

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount established.

## **SECTION 2 – SCOPE OF WORK**

### **2.1 PURPOSE, INFORMATION, AND OBJECTIVES**

#### **2.1.1 PURPOSE**

The Maryland Department of Transportation (MDOT) seeks a solution to enable MDOT to continue mainframe computer processing in case of an unplanned event that would prevent MDOT from using its 1 Orchard Road location for its intended computer processing and related purposes.

#### **2.1.2 MDOT OTTS INFORMATION**

The Maryland Department of Transportation (MDOT), Office of Transportation Technology Services (OTTS) provides enterprise-wide infrastructure support to the MDOT Transportation Business Units (TBUs) and to its external mainframe customers, including but not limited to Public Safety, the Comptroller's Office, and the Court System. OTTS provides Mainframe and Network support at the Enterprise level. Additionally, support is provided for a variety of PC and web-based applications.

Our mission, vision, and values are stated below.

OTTS Mission: To provide high quality service and products to support our customers in reaching their goals through the combination of Skilled Personnel, Technological Excellence, Emerging Technologies, and Innovative Resources.

OTTS Vision: To support a World-class Transportation System through IT Excellence.

OTTS Values: We consider these values to be an important part of all our activities:

Quality  
Respect  
Equality  
Flexibility  
Honesty  
Recognition  
Empowerment  
Communication  
Integrity  
Diversity  
Teamwork  
Innovation

#### **2.1.3 PROJECT OBJECTIVE**

The objective of this TORFP is to select a TO Contractor to provide a Hot Site Vendor agreement for both disaster recovery testing on a twice-annual basis and for use in the event of an actual disaster at the MDOT Data Center site.

### **2.2 TECHNICAL REQUIREMENTS**

The TO Contractor shall provide a Hot Site Vendor provided hot site that will assure MDOT has the Mainframe capacity available at a remote location to restore the following mainframe configuration:

#### **MDOT-OTTS Hardware Configuration**

## **Mainframe System**

IBM 2086-A04 (Capacity setting 260) 64bit

MSU/71

Processor Group 80

405 MIPs approx.

z/OS, Version/Release 1.4 (expecting to upgrade to zOS 1.7 by first quarter 2007)

CPU Serial # - 195EB

- 80 ESCON Channels
- 8 FICON Channels
- 16 GB (central storage)

## **I/O Devices**

- 3 IBM 3174 Local Non-SNA Controllers.
- 3 OSA-Express (model 3365) GbE SX adapter
- 3 OSA-ICC adapter (model 1366)
- 2 IBM 6262 - 022 Line Impact Printers.
- 1 IBM 4245 Line Printers.
- 1 IBM 3205 Master Console Terminal.
- 2 IBM 3180 Alternate Master Console.
- 4 Terabytes IBM 3390 (model 3 & 9) DASD using 16x ESCON Interface
- 2 Terabytes IBM 3390-(model 3 & 9) DASD using 8x FICON interfaces
- 32 StorageTek 9490 (IBM 3490E compatible) tape drives.
- 24 IBM 3480 Magnetic Cartridge Drives or compatible.

## **Non-mainframe Network Hardware**

- 1 CISCO 3060 VPN concentrator
- 1 CISCO 7206 CIP router
- 1 CISCO 24-port 10/100 Mb, 2-port fiber GE LAN switch

## **FUNCTIONAL REQUIREMENTS**

In addition, the TO Contractor shall:

1. provide the ability for MDOT OTTS technical staff to use the Hot Site Vendor hot site facility twice a year to perform DR Tests. The tests shall be executed by MDOT personnel using the Hot Site Vendor facility resources. The length of time for each test will be 48 Hours.
2. provide a resource to act as the liaison between the Hot Site Vendor and the MDOT OTTS DR Project Manager. The liaison ("Point of contact" hereafter known as POC) will be a member of the MDOT Disaster Recovery team and will handle scheduling of all necessary meetings, conference calls, and tests with the Hot Site Vendor and will provide the OTTS DR Manager with a list of any action items that may come as a result of these meetings or calls and will provide status on the action items.
3. provide documentation from the Hot Site Vendor that outlines a documented and proven process for configuration control of site equipment so that it mirrors the MDOT Data Center operating environment. The process must provide the MDOT DATA CENTER with the flexibility to request changes in hardware at the DR site, as required, MDOT would then process a Change Order request as described in Section 2.10 to reflect the new hardware configuration to assure that the proper hardware is in place in the event of an actual emergency.
4. provide the Hot Site Vendor's policies and describe the procedures for the MDOT DATA CENTER to follow in the event of a disaster alert and declaration; mitigation of simultaneous and frivolous declarations; and protection of MDOT DATA CENTER rights due to the possible preemption by any other subscriber of the hot site.
5. provide detailed information about the Hot Site Vendor site(s) being proposed including, location(s), What environmental equipment is in place (HVAC, Generators etc) and what redundancy is built in to the hot site.



6. ensure the Hot Site Vendor's ability to provide office space with standard equipment including phones, desks, and PCs having 3270 emulation with appropriate network connectivity to accommodate a minimum of Ten (10) MDOT Data Center technical personnel located at the hot site. Each seat must have a fully functional networked PC with a CD-R/W, Internet access with Microsoft Internet Explorer web browser, TN3270 emulation software with FTP client providing access to mainframe applications, and access to networked printers. This office space shall be available to MDOT for a period of 48 hours for each test.
7. provide signed non-disclosure agreement for all TO Contractor and Hot Site Vendor personnel who will have access to or process MDOT data, to be provided by the State prior to the first test.
8. provide trained personnel, either their own or the Hot Site Vendor's, to assist MDOT staff during testing at the facility. The skill sets necessary for this support will be a minimum of 1 IBM Systems Programming Support resource, 1. Wide Area Networking support resource, 1 Local area network resource and 1 customer support resource.
9. agree to have the TO Contractor and Hot Site Vendor personnel undergo the same background check required of State employees.
10. provide an hourly cost from the Hot Site Vendor for tape hangers at the hot site to be used as needed during DR testing. This will be an optional cost to MDOT if they elect to use the service.
11. provide 3 references from the selected Hot Site Vendor demonstrating their ability to meet the requirements and provide the level of technical experience outlined in this statement.

### **Network Recovery Phase I**

Network recovery is to be performed by the Hot Site Vendor and MDOT using a phased approach. For the first phase, the TO Contractor must assure that the Hot Site Vendor will provide onsite seating at their facilities, local area network for PCs and servers, mainframe connectivity, and remote-access capabilities for remote recovery staff 10 MDOT Staff.

The LAN/WAN infrastructure and the LAN/WAN Network requirements are identified in Exhibit B. A 10/100M Ethernet LAN is required to support PCs for on-site user access. WAN technologies to be provided by the Hot Site Vendor must include Internet services, Virtual Private Networking (VPN) and Metro Ethernet or ATM services.

Phase I will be limited to the MDOT network team establishing the following connectivity within forty eight (48) hours of the initial emergency declaration:

1. Mainframe networking hardware/software environment via a single CIP/ESCON mainframe channel connection and/or single OSA Gigabit Ethernet connection to facilitate access to mainframe
2. Local area networking environment for 10 PCs
3. Secure Internet connectivity to facilitate FTP, SQL/RPC and inbound client TN3270 access using secure networking technologies, such as Secured Sockets Layer (SSL) and Virtual Private Networking (VPN). This will provide connectivity for users who have ISP services and can access the hot site mainframe via the Internet using a standard browser or TN3270 client.

### **Network Recovery Phase II**

For the second phase of network recovery, the TO Contractor must provide their expertise and assistance in the planning and implementation of a more comprehensive network recovery. This includes closely studying the current MDOT Data Center and Enterprise network environment, evaluating alternatives, making recommendations for a more comprehensive network recovery, and providing assistance with the procurement, configuration, testing and deployment of required network components.

The MDOT's Network contractor will also assist MDOT and contractor in planning and recovery efforts.

The following services must be provided by the TO Contractor for MDOT Data Center clients to access the hot-site mainframe applications within seven (7) calendar days of the initial emergency declaration to establish statewide connectivity to MDOT Transportation Business Units (TBU), Network.MD and the Internet.

1. The TO Contractor must provide Service Provider end-to-end (Hot Site-to-MDOT) connectivity services such as Leased DS3, ATM PVP, Transparent LAN Services/Metro Ethernet or via direct fiber to one of the following MDOT Enterprise Network Hub locations. In that service must be provided within seven (7) calendar days, connectivity must be provisioned logically through existing Service Provider and MDOT infrastructure. MDOT anticipates a minimum bandwidth requirement of 10Mb/sec be provided.

MDOT Headquarters  
7201 Corporate Center Drive  
Hanover, Maryland 21076.

State Highway Administration Headquarters (SHA)  
707 Calvert Street  
Baltimore, MD 21202

## **2.3 PROJECT APPROACH**

The MDOT OTTS Disaster recovery project manager will coordinate all testing schedules with the hot-site vendor through the POC. Any questions or concerns will be handled through the POC also.

The POC will arrange a twice-annual status meeting with the Hot Site Vendor representative, MDOT DR Team and Executive management to provide status and progress of scheduling the next DR test and/or to provide a DR test debriefing for tests already completed.

The POC and MDOT TO Manager will meet monthly either in person or by teleconference to discuss progress and resolve any issues that may arise as part of the task order.

The MDOT OTTS DR Manager and team will create schedules based on workload and availability of staff for coordinating the testing dates and then will provide those dates to the hot-site vendor through the POC. Once the dates for testing have been established, the OTTS DR team and the POC will develop a testing work plan for each test and follow that plan until test completion. These tests will all be documented by the OTTS DR team and POC as part of the OTTS DR plan process.

## **2.4 ACCEPTANCE AND DELIVERABLES**

### **2.4.1 ACCEPTANCE**

The following shall be the acceptance criteria for the deliverables.

2.4.2.1 Executive briefing and tour of the hot site facility have been completed.

2.4.2.2 A geographical listing of all sites available to MDOT has been presented.

2.4.2.3 A hot site agreement that outlines the procedures for testing at the hot site and the criteria for using the site in an actual emergency has been signed by all parties

2.4.2.4 Bi-Annual reports are delivered that contain the information outlined in the deliverable description.

2.4.2.5 Monthly reports are delivered that contain the information outlined in the deliverable description.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 7). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 8). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.8 Invoicing).

When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the section of the deliverable being discussed.

## **2.4.2 DELIVERABLE/DELIVERY SCHEDULE:**

The TO Contractor shall provide the following deliverables.

### **2.4.2.1 Executive Briefing and tour of Hot Site.**

The TO Contractor shall provide a briefing and tour of the hot site to the MDOT DR team and executive management. The briefing will outline the procedures for using the hot site for testing and outline the requirements for declaration of a disaster if necessary

### **2.4.2.2 Geographic locations of the Hot Site facilities**

The TO Contractor shall provide a geographical listing of the Hot Site Vendors sites that are available to MDOT for both testing and declaration if necessary. These locations shall all be capable of providing the services listed in technical requirements of this TORFP

### **2.4.2.3 Hot Site Vendor contract**

The TO Contractor shall provide MDOT/OTTS with a contract allowing for all of the services listed in the Technical Requirements of this TORFP

### **2.4.2.4 Bi-Annual status report.**

The TO Contractor shall provide a twice-annual status report to MDOT/OTTS of the progress being made in scheduling and executing DR tests at the hot site. These status reports shall be delivered 15 days prior to a twice-annual status meeting with the contractor, hot site representative and OTTS DR staff and MDOT executive management. The report will be a recap by the POC of the activities that took place at the twice yearly testing including the POC observations and timelines of the activities that took place while performing the test. This information will be used by MDOT to create an Executive overview for each test after it has been completed.

#### **2.4.2.5 Monthly meetings and progress report.**

The POC shall meet, either in person or by teleconference with the OTTS TO Manager to discuss progress of the project and resolve any issues that may arise. A monthly status report of all task related activities shall be submitted to the TO Manager by the 10<sup>th</sup> of each month. The reports will include but not be limited to: Any outstanding action items that the POC or TO Manager that need to be addressed. Summary of DR Team meetings and logistical planning for the Twice annual DR test at the offsite facility

The State required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

<b>ID</b>	<b>Deliverables for 2.2.3</b>	<b>Expected Completion:</b>
2.4.2.1	<b>Executive Briefing and tour of Hot Site.</b>	NTP + 30 Calendar Days.
2.4.2.2	<b>Geographic locations of the Hot Site facilities</b>	NTP + 30 Calendar Days
2.4.2.3	<b>Hot Site Vendor contract</b>	NTP + 30 Calendar Days
2.4.2.4	<b>Twice-Annual status report.</b>	NTP + 6 months and every 6 months after for the term of the task order.
2.4.2.5	<b>Monthly meetings and progress report.</b>	NTP + 40 and by the 10 <sup>th</sup> of each month for the duration of the task.

## **2.5 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES**

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- A) The State's System Development Life Cycle (SDLC) methodology at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: MTAF Guiding Principles.
- E) The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and subcontractors are to follow a consistent methodology for all TO activities,

## **2.6 CONTRACTOR STAFF EXPERTISE REQUIRED**

The TO Contractor proposed staff must demonstrate a level of expertise in providing hot site the services outlined in this TORFP and testing for mainframe computer shops similar to or larger than the OTTS Data center.

## **2.7 CONTRACTOR MINIMUM QUALIFICATIONS**

The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services: i.e. the Hot Site Vendor shall provide services identical to or greater than the requirements in this task order. The TO Contractor references who have utilized their services for the same type work described in this TORFP.

## **2.8 INVOICING**

Payment will be made upon completion and acceptance of the deliverables as defined in section 2.4 which will be submitted with the monthly ongoing invoice. The monthly invoice should reflect the fully loaded price for the hot site, on site technical resources and the TO Contractor POC, and whatever else proposed. No additional invoice items shall be submitted nor paid.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 8, is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15<sup>th</sup> day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

### **2.8.1 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the insert Maryland Department of Transportation, Office of Transportation Technology Services as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 8, for each deliverable being invoiced) submitted for payment to the insert Maryland Department of Transportation, Office of Transportation Technology Services at the following address:  
  
One Orchard Road  
Glen Burnie, Maryland  
21060  
Attention: Tom Reed, Manager, IT Administrative Services  
Bill Bryant, Financial Services Supervisor
- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO

Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

## **2.9 REPORTING**

### **2.9.1 Project Management:**

The TO Contractor and the TO Requesting Agency shall conduct monthly progress meetings. A monthly project progress report shall be submitted ten days in advance prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:

- TO Requesting Agency name, TO Number, functional area name and number, reporting period and “Progress Report” to be included in the e-mail subject line.
- Work accomplished during the monthly period.
- Deliverable progress, as a percentage of completion.
- Problem areas including scope creep or deviation from the work plan.
- Planned activities for the next reporting period.
- Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.
- An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

## **2.10 CHANGE ORDERS**

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, the TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor’s proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is executed by the TO Procurement Officer.

## **SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS**

### **3.1 REQUIRED RESPONSE**

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal.

### **3.2 FORMAT**

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS TORFP. A TO Proposal shall provide the following:

#### **3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:**

##### **A) Proposed Services –**

- 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 3) Proposed Solution: A description of the Master Contractor's proposed solution to accomplish the specified work requirements.
- 4) Proposed Tools: A description of all proposed tools that will be used to facilitate the work.
- 5) Acceptance Criteria: A statement acknowledging the Master Contractor's understanding of the acceptance criteria.

##### **B) Proposed Personnel**

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 3) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary.

##### **C) Subcontractors**

- 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.

##### **D) Master Contractor and Subcontractor Experience and Capabilities**

- 1) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference complete with the following:
  - a) Name of organization.
  - b) Name, title, and telephone number of point-of-contact for the reference.
  - c) Type, and duration of contract(s) supporting the reference.
  - d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.

- e) Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
  - a) The State contracting entity,
  - b) A brief description of the services/goods provided,
  - c) The dollar value of the contract,
  - d) The term of the contract,
  - e) Whether the contract was terminated prior to the specified original contract termination date,
  - f) Whether any available renewal option was not exercised,
  - g) The State employee contact person (name, title, telephone number and e-mail address).

This information will be considered as part of the experience and past performance evaluation criteria in the TORFP.

E) Proposed Facility

- 1) Identify Master Contractor's facilities including address, from which any work will be performed.

F) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel.

G) Confidentiality

- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

### **3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:**

A) A description of any assumptions on which the Master Contractor's Financial Proposal is based.

B) Completed Financial Proposal - Attachment 1 including:

- 1. Using Attachment 1, contractor shall provide the fully loaded cost for a contractor resource to act as the contractor liaison to MDOT OTTS TO Manager for the duration of this task, the monthly hot site cost including all technical resource costs
- 2. Optional hourly rate for a maximum of 48 hours per test for tape hangers at the facility if MDOT desires to acquire such services.



## **SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT**

### **4.1 EVALUATION CRITERIA**

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

### **4.2 TECHNICAL CRITERIA**

The following are technical criteria for evaluating a TO Proposal in descending order of importance.

- Experience of the proposed staff in providing the service as described in this TORFP
- Contractors understanding of the services being requested

### **4.3 SELECTION PROCEDURES**

- 4.3.1 TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.2 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 4.3.3 The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit will have the greater weight than price.

### **4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT**

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment for a sample of a Notice to Proceed.

# ATTACHMENT 1 -PRICE PROPOSAL

## PRICE PROPOSAL FOR CATS TORFP # J01P7200005 LABOR CATEGORIES

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours	Total Proposed CATS TORFP Price
(Insert Proposed Labor Categories for this TORFP)	\$		\$
Year 1 costs	\$		\$
Monthly Hot Site Cost (Fully Loaded)	\$	12	\$
Tape Hangers (optional for MDOT)	\$	48	\$
Year 2 Costs	\$		\$
Monthly Hot Site Cost (Fully Loaded)	\$	12	\$
Tape Hangers (optional for MDOT)	\$	48	\$
	\$		\$
Year 3 Costs (Optional)	\$		\$
Monthly Hot Site Cost (Fully Loaded)	\$	12	\$
Tape Hangers (optional for MDOT)	\$	48	\$
	\$		\$
	\$		\$
<b>Total Evaluated Price</b>			\$

\_\_\_\_\_  
Authorized Individual Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Tax ID #

\* The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower.

SUBMIT THIS WITH THE FINANCIAL RESPONSE

## ATTACHMENT 2 - TASK ORDER AGREEMENT

CATS TORFP # J01P7200005  
OF MASTER CONTRACT # 050R5800338

This Task Order Agreement (“TO Agreement”) is made this day day of Month, 200X by and between MASTER CONTRACTOR and the STATE OF MARYLAND, TO Requesting Agency.

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “Agency” means the TO Requesting Agency, as identified in the CATS TORFP # ADPICS PO.
  - b. “CATS TORFP” means the Task Order Request for Proposals # ADPICS PO, dated MONTH DAY, YEAR, including any addenda.
  - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and MASTER CONTRACTOR dated December 19, 2005.
  - d. “TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e. “TO Agreement” means this signed TO Agreement between TO Requesting Agency and MASTER CONTRACTOR.
  - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.
  - g. “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
  - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - FINANCIAL.
  - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.

## 2. Scope of Work

- 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
- 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
- a. The TO Agreement,
  - b. Exhibit A – CATS TORFP
  - c. Exhibit B – TO Proposal-Technical
  - d. Exhibit C – TO Proposal-Financial
- 2.3. The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this section. Except as otherwise provided in this TO Agreement, if any change under this section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

## 3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of **insert time for performance**, commencing on the date of Notice to Proceed and terminating on **MONTH DAY, YEAR**.

## 4. Consideration and Payment

- 4.1. The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed **\$total amount of task order**. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2. Payments to the TO Contractor shall be made as outlined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3. Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is **Federal ID number**. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time

amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.

- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

TO CONTRACTOR NAME

\_\_\_\_\_  
By: Type or Print TO Contractor POC

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

STATE OF MARYLAND, TO REQUESTING AGENCY DEPARTMENT OF BUDGET AND MANAGEMENT,  
OFFICE OF INFORMATION TECHNOLOGY, APPLICATION SYSTEMS MANAGEMENT

\_\_\_\_\_  
By: insert name, TO Procurement Officer

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

## **ATTACHMENT 3 - CONFLICT Of INTEREST**

### **Affidavit And Disclosure**

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date:\_\_\_\_\_

By:\_\_\_\_\_  
(Authorized Representative and Affiant)

**SUBMIT THIS WITH THE TECHNICAL RESPONSE**

## **ATTACHMENT 4 - LABOR CLASSIFICATION**

### **Personnel Resume Summary**

#### **INSTRUCTIONS:**

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

For example: If you propose John Smith who is your subcontractor and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement. In this case, 3 months.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

**ATTACHMENT 4**  
**LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**  
(Continued)

<b>Proposed Individual's Name/Company:</b>	<b>How does the proposed individual meet each requirement?</b>
<b>LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)</b>	
<b>Education:</b> (Insert the education description from the CATS RFP from section 2.5 for the applicable labor category.)	
<b>Experience:</b> (Insert the experience description from the CATS RFP from section 2.5 for the applicable labor category.)	
<b>Duties:</b> (Insert the duties description from the CATS RFP from section 2.5 for the applicable labor category.)	

The information provided on this form for this labor class is true and correct to the best of my knowledge:

**Contractor's Contract Administrator:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Proposed Individual:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## **ATTACHMENT 5 – DIRECTIONS**

### **to the Pre-TO Proposal Conference**

Driving directions for MDOT Headquarters

7201 Corporate Center Dr.

Hanover, Md. 21076

#### **Baltimore:**

*From 695; Take Baltimore –Washington Parkway (295) south to I-195 towards the BWI airport. Take I-195 to Md. Rte 170 south towards Dorsey. Go to the fifth traffic light and turn left on Stoney Run rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.*

#### **Washington:**

*From Baltimore-Washington Parkway (295); Take Baltimore-Washington Parkway North to I-195 and exit towards the BWI Airport (East). Take I-195 towards the BWI Airport to Md. Rte.170. Take Md. Rte. 170 south towards Dorsey. Go to the fifth traffic light and turn left on Stoney Run rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.*

#### **Annapolis:**

*From I-97; Take I-97 North to Rte.100 towards Columbia (west). Take Rte. 100 to Rte 170 north towards BWI Airport. Take Rte. 170 to the third traffic light and turn right on Stoney Run Rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.*

## ATTACHMENT 6 – NOTICE TO PROCEED

Day Month, Year

TO Contractor Name  
TO Contractor Mailing Address

Re: CATS Task Order Agreement #ADPICS PO Number

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Day Month, Year, for the above-referenced Task Order Agreement. TO Manager of the TO Requesting Agency will serve as your contact person on this Task Order. TO Manager can be reached at telephone # and email address.

Enclosed is an original, fully executed Task Order Agreement and purchase order.

Sincerely,

TO Procurement Officer  
Task Order Procurement Officer

Enclosures (2)

cc: TO Manager  
Procurement Liaison Office, Office of Information Technology, DBM  
Project Management Office, Office of Information Technology, DBM

## ATTACHMENT 7 - AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

**Project Name:** Project Name for TORFP

**TO Agreement Number:** J01P7200005

**Title of Deliverable:** \_\_\_\_\_

**TORFP Reference Section Number:** \_\_\_\_\_

**Deliverable Reference ID Number:** \_\_\_\_\_

**Name of TO Manager:** TO Manager

\_\_\_\_\_  
**TO Manager Signature**

\_\_\_\_\_  
**Date Signed**

**Name of Contractor's Project Manager:** \_\_\_\_\_

\_\_\_\_\_  
**Contractor's Project Manager Signature**

\_\_\_\_\_  
**Date Signed**

**SUBMIT AS REQUIRED IN SECTION 2.2.3 OF THE TORFP.**

## ATTACHMENT 8 - ACCEPTANCE OF DELIVERABLE FORM

Agency Name: TO Requesting Agency

Project Name: TORFP Project Name

TO Manager: TO Manager and Phone Number

**To: TO Contractor's Contract Manager**

The following deliverable, as required by TO Agreement #J01P7200005, has been received and reviewed in accordance with the TORFP.

Title of deliverable: \_\_\_\_\_

TORFP Contract Reference Number: Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

This deliverable:

- ☐ Is accepted as delivered.
- ☐ Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

\_\_\_\_\_  
TO Manager Signature

\_\_\_\_\_  
Date Signed

**ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.2.3 OF THE TORFP.**

## ATTACHMENT 9 - NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 200\_, by and between \_\_\_\_\_ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #J01P7200005 for **TORFP Project Name**. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to \_\_\_\_\_. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Gisela Blades (TO Procurement Officer) Department of Budget and Management on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: \_\_\_\_\_ BY: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP**

# ATTACHMENT 10 - NON-DISCLOSURE AGREEMENT

## (TO Contractor)

**THIS NON-DISCLOSURE AGREEMENT** ("Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between the State of Maryland ("the State"), acting by and through its **TO Requesting Agency** (the "Department"), and \_\_\_\_\_ ("TO Contractor"), a corporation with its principal business office located at \_\_\_\_\_ and its principal office in Maryland located at \_\_\_\_\_.

### RECITALS

**WHEREAS**, the TO Contractor has been awarded a Task Order Agreement (the "TO Agreement") for **TORFP Project Name** TORFP No. J01P7200005 dated **release date for TORFP**, (the "TORFP") issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

**WHEREAS**, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor's employees and agents (collectively the "TO Contractor's Personnel") with access to certain confidential information regarding \_\_\_\_\_ (the "Confidential Information").

**NOW, THEREFORE**, in consideration of being given access to the Confidential Information in connection with the TORFP and the TO Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State's prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor's Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor's Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor's performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor's Personnel or the TO Contractor's former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
  - a. This Agreement shall be governed by the laws of the State of Maryland;
  - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
  - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
  - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
  - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
  - f. The Recitals are not merely prefatory but are an integral part hereof.

**Contractor/Contractor's Personnel:**

**TO Requesting Agency:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP**

## EXHIBIT A - ACCESS

TO CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE  
CONFIDENTIAL INFORMATION

**Printed Name and Address  
of Employee or Agent**

**Signature**

**Date**

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



## EXHIBIT B – HOT SITE NETWORK REQUIREMENTS

Provide and support the following type WAN connections:

1 Internet Services (Network Recovery Phase I)

1 10Mb Leased DS3, ATM PVP, Transparent LAN Services/Metro Ethernet or via direct fiber (Network Recovery Phase II)

One (1) Core Cisco router with IOS 12.2+ Enterprise/SNASW Plus Feature set

-support must be provided for the following technologies:

1	ATM DS3 interface	1	CIP/ESCON port interface	-mainframe IP/SNA channel connection
1	100baseTX port interface			-VPN Concentrator segment
1	100baseTX port interface			-LAN segment

One (1) Cisco Layer 3 capable Switch(s) with IOS

-support must be provided for the following technologies:

2	1000baseSX uplink port	-WAN/OSA-Express GE
24	10/100baseTX non-blocking switch ports	- (10) PC, printer & misc. device support

One (1) Cisco 3060 VPN Concentrator

-support must be provided for 500 users.

In addition to and in support of the above hardware, all required Cisco, IBM, fiber and CAT5e LAN media patch cables, patch panel hardware/cables, equipment rack(s)/cabinet(s), uninterruptable power source(s), power strips and multiple Data Service Units (DSUs) must be provided.

# MDOT / OTTS Data Center Disaster Recovery Model

Update 03/13/2006

## Hot Site Provider's Location

